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Section B - Supplies or Services and Prices/Costs

ITEM NO.	SUPPLIES O	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
1			Original : 1.0000 Change: 0.0000 Current : 1.0000	EA		
	Period of Performance: -	livery Date Qu	<u>antity</u>			
	Description:					
	Requisition Number: 134P0600004 Base/Option (Period or Quantity): Quantity Option					

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Section C - Description/Specifications/Statement of Work

C1 Section C - Description and Specifications

06/15/2006

C1 SECTION C: DESCRIPTION/SPECIFICATIONS

The Statement of Work is contained in Attachment I to this RFP, "Addendum to Sections B through M"

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Section D - Packaging and Marking

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Section E - Inspection and Acceptance

Clauses By Reference

Clause	Title	Date
52.246-4	Inspection Of ServicesFixed Price	07/31/1996

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Section F - Deliveries and Performance

Clauses By Reference

Clause	Title	Date
52.242-17	Government Delay Of Work	03/31/1984

52.242-15 Stop-Work Order 08/01/1989

52.242-15 STOP-WORK ORDER (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--
- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

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Section G - Contract Administration Data

Section H - Special Contract Requirements

PTO-05C CAR IT Security Clauses

04/21/2006

CAR 1352.239-73 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (OCTOBER 2003) (Modified)

- (a) This clause is applicable to all contracts that include information technology resources or services in which the Contractor must have physical or electronic access to USPTO s sensitive or classified information, which is contained in systems that directly support the mission of the Agency. For purposes of this clause, the term Sensitive is defined by the guidance set forth in:
- (1) The DOC IT Security Program Policy and Minimum Implementation Standards
- http://www.osec.doc.gov/cio/ITSIT/DOC-IT-Security-Program-Policy.htm;
 (2) The Office of Management and Budget (OMB) Circular A-130, Appendix III,
 Security of Federal Automated Information Resources
 (http://csrc.nist.gov/policies/appendix_iii.pdf), which states that there
- (http://csrc.nist.gov/policies/appendix_iii.pdf), which states that there is a presumption that all [general support systems] contain some sensitive information.; and
- (3) The Computer Security Act of 1987 (P.L. 100-235) (http://www.epic.org/crypto/csa/csa.html), including the following definition of the term sensitive information any information the loss, misuse, or unauthorized access, to or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 552 of title 5, United States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

For purposes of this clause, the term Classified is defined by the guidance set forth in:

- (1) The DOC IT Security Program Policy and Minimum Implementation Standards, Section 3.3.1.4
- (http://csrc.nist.gov/publications/fips/fips199/FIPS-PUB-199-final.pdf).
- (2) The DOC Security Manual, Chapter 18
- (http://www.easc.noaa.gov/Security/webfile/erso.doc.gov/5_2003 Security Manual/DOC Manual of Security Policies and Procedures.htm).
- (3) Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. The Contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of USPTO IT resources for all of the contractor s systems that are interconnected with a USPTO network or USPTO systems that are operated by the Contractor.

- (b) All Contractor personnel performing under this contract and Contractor equipment used to process or store USPTO data, or to connect to USPTO networks, must comply with the requirements contained in the USPTO IT Security Handbook.
- (c) For all Contractor-owned systems for which performance of the contract requires interconnection with a USPTO network or that USPTO data be stored or processed on them, the Contractor shall:
- (1) Provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor s IT Security Plan shall comply with federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq,) and the Federal Information Security Management Act of 2002, Pub. L. No. 107-347 Stat. 2899, 2946-2961 (2002); Pub. L. No. 107-296 Stat. 2135, 2259-2273 (2002). 38 WEEKLY COMP. PRES. DOC. 51,2174 (Dec. 23, 2002) (providing statement by President George W. Bush regarding Federal Information Security Management Act of 2002). The plan shall meet IT security requirements in accordance with Federal and USPTO policies and procedures that include, but are not limited to:
- (a) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources (http://csrc.nist.gov/policies/appendix_iii.pdf);
- (b) National Institute of Standards and Technology Special Publication 800-18, Guide for Developing Security Plans for Information Technology Systems (http://csrc.nist.gov/publications/nistpubs/800-18/Planguide.PDF); and
- (c) DOC Procedures and Guidelines in the Information Technology Management Handbook (http://nsi.org/Library/Govt/docinfo.txt).
- (d) National Industrial Security Program Operating Manual (NISPOM) for classified systems (http://www.dss.mil/isec/nispom.htm); and
- (2) Upon award, the contractor shall register with the USPTO Certification and Accreditation Group (CACG), with copy to the Contracting Officer, to initiate the certification and accreditation process described in paragraph 3 below.
- (3) Within 14 days after receipt of direction from the CACG, the contractor shall submit for USPTO approval a System Certification and Accreditation package, including the IT Security Plan and a system certification test plan, as outlined in USPTO Certification and Accreditation Technical Standard and Guideline. The Certification and Accreditation Package must be consistent with and provide further detail for the security approach contained in the offeror s proposal or sealed bid that resulting in the award of this contract and in compliance with the requirements stated in this clause. The Certification and Accreditation Package, as approved by the Contracting Officer, in consultation with the USPTO Security Officer, shall be incorporated as part of the contract. USPTO will use the incorporated IT Security Plan as the basis for certification and accreditation of the contractor system that will process USPTO data or connect to USPTO networks. Failure to submit and receive approval of the Certification and Accreditation Package, as outlined above may result in termination of the contract.
- (d) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

CAR 1352.239-74 SECURITY PROCESSING REQUIREMENTS FOR CONTACTOR/SUBCONTRACTOR PERSONNEL FOR ACCESSING USPTO AUTOMATED INFORMATION SYSTEMS (OCTOBER 2003)

- (a) Contractor personnel requiring any access to AIS s operated by the Contractor for USPTO or interconnected to a USPTO network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, Security Processing Requirements for Service Contracts. USPTO shall provide screening using standard personnel screening forms, which the Contractor shall submit to the USPTO Contracting Officer s Technical Representative (COTR) based on the following guidance:
- 1) Contract personnel performing work designated Contract High Risk and personnel performing work designated Contract Moderate Risk in the information technology (IT) occupations and those with global access to an automated information AIS require a favorable pre-employment check before the start of work on the contract, regardless of the expected duration of the contract. After a favorable pre-employment check has been obtained, the Background Investigation (BI) for Contract High Risk and the Minimum Background Investigation (MBI) for Contact IT Moderate Risk positions must be initiated within three working days of the start of work.
- 2) Contract personnel performing work designed Contract Moderate Risk who are not performing IT-related contract work to not require a favorable pre-employment check prior to their employment; however, the Minimum Background Investigation (MBI) must be initiated within three working days of the subjects start of on the contract, regardless of the expected duration of the contract.
- 3) Contract personnel performing work designated as Contract Low Risk will require as National Agency Check and Inquiries (NACI) upon the subjects start of work on the contract if the expected duration of the contract exceeds 365 calendar days. The NACI must be initiated within three working days of the subjects start of work on the contract.
- 4) Contract personnel performing work designated Contract Low Risk will require a Special Agreement Check (SAC) upon the subject s start of work on the contract if the expected duration of the contract (including options) exceeds 180 calendar days, but is less that 365 calendar days. The SAC must be initiated within three working days of the subject s start of work on the contract.
- 5) Contract personnel performing work on contracts requiring access to classified information must undergo investigative processing according to the Department of Defense National Industrial Security Program Manual (NISPOM), (http://www.dss.mil/isec/nispom.htm) and be granted eligibility for access to classified information prior to beginning work on the contract.

The security forms may be obtained form USPTO Office of Security. At the option of the government, interim access to USPOT AISs may be granted pending favorable completion of a pre-employment check. Final access may be granted only on a completion of an appropriate investigation based upon the risk level assigned to the contract.

(b) Within 5 days of contract award, the Contractor shall certify in writing to the COTR that it s employees, in performance of the contract, have completed annual IT security awareness training in USPTO IT Security

policies, procedures, computer ethics, and best practices, in accordance with the USPTO Training Policy. The COTR will inform the Contractor of any other available USPTO training resources.

- (c) Within 5 days of contract award, the Contractor shall provide the CORS with signed Nondisclosure Agreements as specified in Commerce Acquisition Regulations (CAR), 1352.209-72, Restrictions Against Disclosures.
- (d) The Contractor shall afford USPTO, including the Office of Inspector General, access to the Contractor s and subcontractors facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry our a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of USPTO data or to the function of computer AISs operated on behalf of USPTO, and to preserve evidence of computer crime.
- (e) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(NOTE: Low Risk contracts whose duration if less than 180 days do not ordinarily required security processing. However, even though the contract is short in duration, based on any unusual circumstances that may exist, Special Agreement Checks (SACs) may be requested, at the discretion of the Contracting Officer s Technical Representative (COTR) and/or the USPTO Security Office.)

PTO-06C Limitation on Contractor Advertisements

04/21/2006

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services. Advertisements, press releases and publicity of a contract by a supplier shall not be made without the prior express written permission of the Contracting Officer.

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Section I - Contract Clauses

Clauses By Reference

Clause Title Date 52.202-1 Definitions 12/20/2001 52.203-3 Gratuities 03/31/1984 52.203-5 Covenant Against Contingent Fees 03/31/1984 52.203-6 Restrictions On Subcontractor Sales To The Government 06/30/1995 52.203-7 Anti-Kickback Procedures 06/30/1995 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity 12/31/1996 52.203-12 Limitation On Payments To Influence Certain Federal Transactions 11/16/2005 52.204-2 Security Requirements 07/31/1996 52.204-4 Printed or Copied Double-Sided on Recycled Paper 08/06/2000 52.204-7 Central Contractor Registration. 11/17/2005 52.208-9 Contractor Use of Mandatory Sources of Supply 07/07/2004 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors 12/18/2004
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52.222-36 Affirmative Action For Workers With Disabilities 06/21/1998
52.222-37 Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, 12/20/2001
and Other Eligible Veterans

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52.222-47	Service Contract Act (SCA) Minimum Wages And Fringe Benefits	04/30/1989
52.223-6	Drug Free Workplace	05/10/2001
52.228-5	Insurance - Work On A Government Installation	12/31/1996
52.229-3	Federal, State And Local Taxes	12/31/1990
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	04/23/1998
52.232-1	Payments	03/31/1984
52.232-17	Interest	05/31/1996
52.232-18	Availability Of Funds	03/31/1984
52.232-23	Assignment Of Claims	12/31/1985
52.232-25	Prompt Payment	02/18/2002
52.233-1	Disputes	07/28/2002
52.233-3	Protest After Award	07/31/1996
52.233-4	Applicable Law for Breach of Contract Claim	09/30/2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	03/31/1984
52.237-3	Continuity Of Services	12/31/1990
52.239-1	Privacy or Security Safeguards	07/31/1996
52.242-13	Bankruptcy	06/30/1995
52.243-1 Alt I	ChangesFixed Price (Aug 1987) - Alternate I	03/31/1984
52.244-2	Subcontracts	10/10/2004
52.244-5	Competition In Subcontracting	11/30/1996
52.244-6	Subcontracts for Commercial Items	01/26/2006
52.246-25	Limitation Of LiabilityServices	01/31/1997
52.247-12	Supervision, Labor, or Materials	03/31/1984
52.247-17	Charges	03/31/1984
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	03/31/1984
52.247-28	Contractor's Invoices	03/31/1984
52.247-63	Preference For U.S. Flag Air Carriers	12/31/1996
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	08/31/1996
52.249-8	Default (Fixed-Price Supply & Service)	03/31/1984

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

- (a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.
- (b) The price or fee reduction referred to in paragraph (a) of this clause shall be--
- (1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
- (2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;
- (3) For cost-plus-award-fee contracts--
- (i) The base fee established in the contract at the time of contract award;
- (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
- (4) For fixed-price-incentive contracts, the Government may--
- (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
- (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.
- (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.
- (c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.204-8 Annual Representations and Certifications

01/01/2005

Annual Representations and Certifications (Jan 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- [] (i) Paragraph (b) applies.
- [] (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

52.215-19 Notification of Ownership Changes

10/01/1997

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall--
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each

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Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

PTO-03 USPTO/Invoices 10/01/2003

These terms and conditions incorporate new Central Contractor Registration (CCR) requirements.

Contractors shall include their DUNS number (or DUNS+4, whichever is appropriate) on all invoices. Failure to do so may result in processing delays.

52.204-1 Approval of Contract

12/01/1989

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the USPTO Contracting Officer and shall not be binding until so approved.

(End of clause)

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Section J - List of Attachments

Exhibits and Attachments TOC

Identifier	Title	Date	Number of
			Pages
1	Addendum- Sections B through M	06/14/2006	0
2	Special Tagging Instructions	06/14/2006	0
3	Incoming Mail Instructions	06/14/2006	0
5	Instructions for Pre-exam Toolbar	06/14/2006	0
6	jnotefinal for proofreading1	06/14/2006	0
7	Special Proofing Instructions from COTR1	06/14/2006	0
8	Label Machine Instructions	06/14/2006	0
9	Instructions for Processing Fastener Quality Act Filings	06/14/2006	0
10	TICRS-IPC-UM1	06/14/2006	0
11	Rightfax to TICRS Processing Instructions	06/14/2006	0
12	Instructions for Assembling New Applications	06/14/2006	0
13	TICRS Interface Diagram	06/14/2006	0
14	Past Performance Questionaire	06/14/2006	0
15	Wage Determination No. 94-2103 REV 35	06/14/2006	0

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Section K - Representations, Certifications and Other Statements of Offerors

52.219-17 Section 8(A) Award 12/01/1996

52.219-17 SECTION 8(a) AWARD (DEC 1996)

- (a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:
- (1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
- (2) Except for novation agreements and advance payments, delegates to the PTO the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.
- (3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.
- (4) To notify the PTO Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.
- (5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the PTO.

(End of clause)

PTO-04C Security Clause 04/21/2006

ACCESS TO GOVERNMENT FACILITIES

During the life of the contract, the rights of ingress and egress to and from the Government facility for Contractor personnel shall be made available as required per each individual task order. During all operations on Government premises, Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to sign in upon ingress and sign out upon egress to and from the Government facility.

DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

Duplication or disclosure of confidential data provided by the USPTO or to which the Contractor will have access as a result of this contract is prohibited. It is understood that throughout performance of the contract

the Contractor may have access to confidential data which is the sole property of the USPTO, as well as access to proprietary data which is the sole property of other than the contracting parties. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be obtained throughout contract performance whether title thereto vests in the USPTO or otherwise. The Contractor hereby agrees not to disclose said data, any interpretations thereof or data derivative therefrom, to unauthorized parties in contravention of these provisions without prior written approval of the CO or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and/or consultants used by the Contractor.

GOVERNMENT FURNISHED DATA (IF APPLICABLE)

The Government shall deliver to the Contractor, as may be requested, Government-Furnished Data (GFD) during the performance of this contract. GFD will be delivered to the Contractor as specified in each task order.

Title to GFD shall remain in the Government, and the Contractor shall use the GFD only in connection with this contract.

Upon completion or termination of this contract, the Contractor shall return to the Government all GFD.

RIGHTS IN DATA (IF APPLICABLE)

The Government shall have unlimited rights in software first produced in the performance of this contract. For the purposes of this clause, "software first produced in the performance of this contract" shall include, but not be limited to the following: non-COTS computer programs developed or previously developed and implemented by the Contractor in the performance of this contract, related computer data bases and documentation thereof, source code, object code, algorithms, library code, library routine, and technical data of all software first produced in the performance of this contract. For the purposes of this clause, "unlimited rights" shall mean the right of the USPTO, at no extra cost to the USPTO or recipients, to use, disclose, reproduce unlimited copies, prepare derivative works, distribute unlimited copies to the public and foreign government patent offices, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

SECRECY AND USAGE OF PATENT INFORMATION

Work under this contract does not affect the national security. However, patent applications are required by law (35 U.S.C. 122) to be kept in confidence. Information contained in any patent application file(s) is restricted to authorized Contractor personnel on a need-to-access basis.

The Contractor acquires no right or privilege to use or disclose any information contained in any patent application file (in any form whatsoever) except to perform the work under the contract. Further, the Contractor shall not copyright or make any use or disclosure whatsoever of any patent information contained in any application or related copy or data furnished the Contractor by the Government or obtained therefrom except performing the requirements of this contract.

Security requirements of patent application file data maintained in a computer-accessible medium are an extension of the security requirements for the hard copy or the patent application folders. All processing, storage or transmission of patent application file data by means of

electronic communications systems is prohibited unless use of such systems is approved by the USPTO.

All personnel having access to patent application files or data or information concerning the same, must take the following affirmation, signed in writing:

"I do swear or affirm that I will preserve the applications for patents in secrecy, that I will not divulge any information concerning the same to unauthorized persons while employed in work under this contract or at any time thereafter; and that I take this obligation freely, and without mental reservation or purpose of evasion."

Each employee's signed oath, or affirmation, shall be retained in the Contractor's file, subject to inspection by authorized Government representatives.

Without advance notice, the Government shall have the right to inspect the Contractor's premises, records, and work in process pertaining to the secrecy of patent information.

CAR 1352.239-73 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (OCTOBER 2003) (Modified)

- (a) This clause is applicable to all contracts that include information technology resources or services in which the Contractor must have physical or electronic access to USPTO s sensitive or classified information, which is contained in systems that directly support the mission of the Agency. For purposes of this clause, the term Sensitive is defined by the guidance set forth in:
- (1) The DOC IT Security Program Policy and Minimum Implementation Standards
- http://www.osec.doc.gov/cio/ITSIT/DOC-IT-Security-Program-Policy.htm; (2) The Office of Management and Budget (OMB) Circular A-130, Appendix III, Security of Federal Automated Information Resources
- (http://csrc.nist.gov/policies/appendix_iii.pdf), which states that there is a presumption that all [general support systems] contain some sensitive information.; and
- (3) The Computer Security Act of 1987 (P.L. 100-235)
- (http://www.epic.org/crypto/csa/csa.html), including the following definition of the term sensitive information any information the loss, misuse, or unauthorized access, to or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 552 of title 5, United States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

For purposes of this clause, the term Classified is defined by the guidance set forth in:

- (1) The DOC IT Security Program Policy and Minimum Implementation Standards, Section 3.3.1.4
- (http://csrc.nist.gov/publications/fips/fips199/FIPS-PUB-199-final.pdf).
- (2) The DOC Security Manual, Chapter 18
- (http://www.easc.noaa.gov/Security/webfile/erso.doc.gov/5_2003 Security Manual/DOC Manual of Security Policies and Procedures.htm).
- (3) Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized

disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. The Contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of USPTO IT resources for all of the contractor s systems that are interconnected with a USPTO network or USPTO systems that are operated by the Contractor.

- (b) All Contractor personnel performing under this contract and Contractor equipment used to process or store USPTO data, or to connect to USPTO networks, must comply with the requirements contained in the USPTO IT Security Handbook.
- (c) For all Contractor-owned systems for which performance of the contract requires interconnection with a USPTO network or that USPTO data be stored or processed on them, the Contractor shall:
- (1) Provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor s IT Security Plan shall comply with federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq,) and the Federal Information Security Management Act of 2002, Pub. L. No. 107-347 Stat. 2899, 2946-2961 (2002); Pub. L. No. 107-296 Stat. 2135, 2259-2273 (2002). 38 WEEKLY COMP. PRES. DOC. 51,2174 (Dec. 23, 2002) (providing statement by President George W. Bush regarding Federal Information Security Management Act of 2002). The plan shall meet IT security requirements in accordance with Federal and USPTO policies and procedures that include, but are not limited to:
- (a) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources (http://csrc.nist.gov/policies/appendix_iii.pdf);
- (b) National Institute of Standards and Technology Special Publication 800-18, Guide for Developing Security Plans for Information Technology Systems (http://csrc.nist.gov/publications/nistpubs/800-18/Planguide.PDF); and
- (c) DOC Procedures and Guidelines in the Information Technology Management Handbook (http://nsi.org/Library/Govt/docinfo.txt).
- (d) National Industrial Security Program Operating Manual (NISPOM) for classified systems (http://www.dss.mil/isec/nispom.htm); and
- (2) Upon award, the contractor shall register with the USPTO Certification and Accreditation Group (CACG), with copy to the Contracting Officer, to initiate the certification and accreditation process described in paragraph 3 below.
- (3) Within 14 days after receipt of direction from the CACG, the contractor shall submit for USPTO approval a System Certification and Accreditation package, including the IT Security Plan and a system certification test plan, as outlined in USPTO Certification and Accreditation Technical Standard and Guideline. The Certification and Accreditation Package must be consistent with and provide further detail for the security approach

contained in the offeror s proposal or sealed bid that resulting in the award of this contract and in compliance with the requirements stated in this clause. The Certification and Accreditation Package, as approved by the Contracting Officer, in consultation with the USPTO Security Officer, shall be incorporated as part of the contract. USPTO will use the incorporated IT Security Plan as the basis for certification and accreditation of the contractor system that will process USPTO data or connect to USPTO networks. Failure to submit and receive approval of the Certification and Accreditation Package, as outlined above may result in termination of the contract.

(d) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

CAR 1352.239-74 SECURITY PROCESSING REQUIREMENTS FOR CONTACTOR/SUBCONTRACTOR PERSONNEL FOR ACCESSING USPTO AUTOMATED INFORMATION SYSTEMS (OCTOBER 2003)

- (a) Contractor personnel requiring any access to AIS s operated by the Contractor for USPTO or interconnected to a USPTO network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, Security Processing Requirements for Service Contracts. USPTO shall provide screening using standard personnel screening forms, which the Contractor shall submit to the USPTO Contracting Officer s Technical Representative (COTR) based on the following guidance:
- 1) Contract personnel performing work designated Contract High Risk and personnel performing work designated Contract Moderate Risk in the information technology (IT) occupations and those with global access to an automated information AIS require a favorable pre-employment check before the start of work on the contract, regardless of the expected duration of the contract. After a favorable pre-employment check has been obtained, the Background Investigation (BI) for Contract High Risk and the Minimum Background Investigation (MBI) for Contact IT Moderate Risk positions must be initiated within three working days of the start of work.
- 2) Contract personnel performing work designed Contract Moderate Risk who are not performing IT-related contract work to not require a favorable pre-employment check prior to their employment; however, the Minimum Background Investigation (MBI) must be initiated within three working days of the subjects start of on the contract, regardless of the expected duration of the contract.
- 3) Contract personnel performing work designated as Contract Low Risk will require as National Agency Check and Inquiries (NACI) upon the subjects start of work on the contract if the expected duration of the contract exceeds 365 calendar days. The NACI must be initiated within three working days of the subjects start of work on the contract.
- 4) Contract personnel performing work designated Contract Low Risk will require a Special Agreement Check (SAC) upon the subject s start of work on the contract if the expected duration of the contract (including options) exceeds 180 calendar days, but is less that 365 calendar days. The SAC must be initiated within three working days of the subject s start of work on the contract.
- 5) Contract personnel performing work on contracts requiring access to classified information must undergo investigative processing according to

the Department of Defense National Industrial Security Program Manual (NISPOM), (http://www.dss.mil/isec/nispom.htm) and be granted eligibility for access to classified information prior to beginning work on the contract.

The security forms may be obtained form USPTO Office of Security. At the option of the government, interim access to USPOT AISs may be granted pending favorable completion of a pre-employment check. Final access may be granted only on a completion of an appropriate investigation based upon the risk level assigned to the contract.

- (b) Within 5 days of contract award, the Contractor shall certify in writing to the COTR that it s employees, in performance of the contract, have completed annual IT security awareness training in USPTO IT Security policies, procedures, computer ethics, and best practices, in accordance with the USPTO Training Policy. The COTR will inform the Contractor of any other available USPTO training resources.
- (c) Within 5 days of contract award, the Contractor shall provide the CORS with signed Nondisclosure Agreements as specified in Commerce Acquisition Regulations (CAR), 1352.209-72, Restrictions Against Disclosures.
- (d) The Contractor shall afford USPTO, including the Office of Inspector General, access to the Contractor s and subcontractors facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry our a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of USPTO data or to the function of computer AISs operated on behalf of USPTO, and to preserve evidence of computer crime.
- (e) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(NOTE: Low Risk contracts whose duration if less than 180 days do not ordinarily required security processing. However, even though the contract is short in duration, based on any unusual circumstances that may exist, Special Agreement Checks (SACs) may be requested, at the discretion of the Contracting Officer s Technical Representative (COTR) and/or the USPTO Security Office.)

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Section L - Instructions, Conditions and Notices to Offerors

Clauses By Reference

Clause	Title	Date
52.215-1	Instructions to OfferorsCompetitive Acquisition	05/10/2001
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	02/15/1999
52.237-1	Site Visit	03/31/1984

52.252-2 Clauses Incorporated By Reference

02/01/1998

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.acqnet.gov

(End of clause)

52.252-1 Solicitation Provisions Incorporated By Reference

02/01/1998

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.acqnet.gov

(End of provision)

52.233-2 Service Of Protest

08/01/1996

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mr. Barry Hudson, Acting Chief Financial Officer, U.S. Patent & Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

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52.216-1 Type Of Contract 04/01/1984

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price services contract resulting from this solicitation.

(End of clause)

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Section M - Evaluation Factors for Award

Clauses By Reference

Clause	Title	Date
52.217-5	Evaluation Of Options	10/10/2004